

EXHIBIT A



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**AMAZON.COM SERVICES LLC
C/O CORPORATION SERVICE COMPANY
3366 RIVERSIDE DRIVE SUITE 103
UPPER ARLINGTON, OH 43221**

September 16, 2022

Z000056750

CV 2022 09 1561

By: Norma Martin



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BUTLER COUNTY CLERK OF COURTS

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**AMAZON.COM SERVICES LLC
C/O CORPORATION SERVICE COMPANY
3366 RIVERSIDE DRIVE SUITE 103
UPPER ARLINGTON, OH 43221**

Date: September 16, 2022

Case No. : CV 2022 09 1561

KAYLA STEWART et al vs. LOVETOY LLC et al

**SUMMONS ON COMPLAINT BY CERTIFIED MAIL
COURT OF COMMON PLEAS, BUTLER COUNTY, OHIO**

To the above named party: You are hereby summoned to answer a complaint that has been filed against you in the Butler County Common Pleas Court by the plaintiff(s) named herein. A copy of the complaint is attached.

You are required to serve upon the plaintiff(s) attorney, or upon the plaintiff(s) if there is no attorney of record, a copy of your answer to the complaint within 28 days after receipt of this summons, exclusive of the day of service. The answer must be filed with this court within three days after service on Plaintiff's attorney.

The name and address of the plaintiff(s) attorney is as follows:

IGNOZZI, KENNETH J
131 NORTH LUDLOW ST. SUITE 1400
DAYTON, OH 45402

If you fail to appear and defend, judgment by default may be taken against you for the relief demanded in the complaint.

MARY L. SWAIN
Butler County Clerk of Courts

By: Norma Martin
Deputy Clerk

FILED

MARY L. SWAIN

BUTLER COUNTY

CLERK OF COURTS

09/14/2022 01:36 PM

CV 2022 09 1561

IN THE COMMON PLEAS COURT OF BUTLER COUNTY, OHIO
CIVIL DIVISION

Kayla Stewart

206 East Worley Ave

Dayton, OH 45426

: CASE NO. _____

: JUDGE: _____

and

:

Samantha Stewart

206 East Worley Ave

Dayton, OH 45426

:

: **COMPLAINT FOR PERSONAL
INJURIES WITH JURY**

Plaintiffs

:

DEMAND ENDORSED HEREIN

vs.

:

Lovetoy, LLC c/o

Statutory Agent, Harry Huang

16322 Sonnet Place

Chino Hills, CA 91709

:

:

and

:

Amazon.com Services LLC.

c/o Corporation Service Company

3366 Riverside Drive, Suite 103

Upper Arlington OH 43221

:

:

Defendants.

STATEMENT OF FACTS

1. Defendant, Lovetoy, LLC (hereafter "Defendant Lovetoy"), is a California limited liability company doing business within the State of Ohio, and the United States.

2. Defendant Lovetoy is distributor, seller, supplier, retailer, wholesaler, and/ or agent or broker in the sale of adult sex toys.

3. Plaintiff, Kayla Stewart (hereafter "Plaintiff Kayla"), is current resident of Montgomery County, Ohio and resided in Butler County, Ohio in September of 2020.

4. Plaintiff, Samantha Stewart (hereafter "Plaintiff Samantha"), is and was, at all times herein relevant, the wife of Plaintiff Kayla. Plaintiff Samantha is current resident of Montgomery County, Ohio and resided in Butler County, Ohio in September of 2020.

5. Amazon.com Services LLC. (hereafter "Defendant Amazon") is a worldwide seller and distributor of products through its website Amazon.com. It is a Delaware limited liability company which sells products to Ohio citizens and does business in the State of Ohio.

6. Venue is proper in Butler County, Ohio. Defendant Amazon and Defendant Lovetoy sold and distributed products to customers and consumers within Butler County. Further, the actions and injuries alleged herein arose within Butler County.

7. On or about September 16, 2020, while residing in Butler County, Ohio, Plaintiff Kayla, was injured while using an adult sex toy (hereinafter "The Toy") as intended with her wife, Plaintiff Samantha, when a metal rod inside the toy protruded from The Toy while it was being used, causing serious bodily injuries to Plaintiff Kayla.

8. Plaintiff Kayla purchased The Toy at issue in September of 2019 for \$28.99 using her account with Defendant Amazon from Defendant Lovetoy.

9. Defendant Amazon labeled, shipped, delivered and / or fulfilled the order for The Toy, and The Toy was delivered in a box labeled "Amazon."

10. The Toy was manufactured by Lovetoy Product Limited, located in the city of Dongguan in the country of China.

11. Lovetoy Product Limited is a manufacturer which designed, produced, created, made, constructed and/or assembled The Toy which was supplied to Plaintiff Kayla and which caused the injuries, damage and loss described in this complaint.

12. Defendant Lovetoy and /or Defendant Amazon, in the ordinary course of business, sold, distributed, prepared, packaged, labeled, maintained, and/or otherwise participated in placing The Toy in the stream of commerce.

13. Lovetoy Product Limited does not transact business in the state of Ohio, is not subject to Ohio courts personal jurisdiction, and is not subject to judicial process in Ohio.

14. Defendant Lovetoy and /or Defendant Amazon marketed The Toy on Defendant Amazon's website under its own label or trade name.

15. Defendant Lovetoy, Lovetoy Product Limited, and /or Defendant Amazon knew or should have known that The Toy was defective, including but not limited to that the metal rod inside The Toy could damage the plastic / rubber portion of The Toy and protrude through to the exterior of the device, which could cause injury when The Toy was used.

16. After her injuries, Plaintiff Kayla contacted Defendant Lovetoy and advised she had suffered bodily injuries when the metal rod protruded through the plastic / rubber portion of The Toy while The Toy was being used to which Defendant Lovejoy responded that it had been aware the particular product was “problematic” and that the company was already working on redesigning the product to avoid the type of occurrence that injured Plaintiff Kayla.

17. Despite its knowledge, Defendant Lovetoy, Lovetoy Product Limited, and /or Defendant Amazon took no action to prevent purchasers of The Toy from being injured, including but not limited to failing to recall the product, warn purchasers of the defective product, and/or remove the product from the market.

18. As a direct and proximate result of Defendant Amazon, Defendant Lovetoy, and Lovetoy Product Limited’s breaches of their duties concerning the sale of The Toy and its component parts, Plaintiff Kayla and Plaintiff Samantha suffered damages in excess of \$25,000.00.

FIRST CAUSE OF ACTION

19. Plaintiffs incorporate by reference the averments contained in Paragraphs 1 through 18 above, as though fully rewritten herein.

20. Defendant Lovetoy and/ or Defendant Amazon are sellers, suppliers, and/or distributors within the meaning of Ohio Revised Code Sections 1302.27 and 1302.28 and 2307.71(A)(15).

21. The Toy was defective and unreasonably dangerous when placed into the stream of commerce use by Lovetoy Product Limited, Defendant Lovetoy, and/or Defendant Amazon by reason of the following product defects:

1. Manufacturing Defect
The Toy was defective in manufacture and construction as defined in Ohio Revised Code 2307.74;
2. Design Defect
The Toy was defective in design or formulation as defined in Ohio Revised Code 2307.75 in that the product allowed the metal to protrude through the product;

3. Consumer Expectation Standard
The Toy was defective because it did not conform to the representations made by Lovetoy Product Limited, Defendant Lovetoy, and/or Defendant Amazon as defined in Ohio Revised Code 2307.77, upon normal expected use;
4. Risk Benefit Standard
The foreseeable risks associated with the design of The Toy as defined in Ohio Revised Code 2307.75, exceeded the benefits associated with that design or formulation; and
5. Warning Defect
The Toy was defective due to inadequate warning or instruction, as they are defined in Ohio Revised Code 2307.76, in that Lovetoy Product Limited, Defendant Lovetoy, and/or Defendant Amazon failed to provide adequate warning or instruction that a manufacturer or seller exercising reasonable care would have provided concerning the risk of injury and likely seriousness of harm for use of the product.

22. The Toy was defective because it was capable of causing, without notice, severe and permanent injuries to its users.

23. In supplying and selling The Toy, Lovetoy Product Limited, Defendant Lovetoy, and/or Defendant Amazon made various implied warranties concerning The Toy and its component parts, including a warranty that the product and its component parts, was of merchantable quality and fit for ordinary use.

24. When The Toy and its attendant component parts left the control of Lovetoy Product Limited, Defendant Lovetoy, and/or Defendant Amazon, said product and its component parts did not conform to representations made by Lovetoy Product Limited, Defendant Lovetoy, and/or Defendant Amazon thereby rendering said Defendants liable for damages pursuant to Ohio Revised Code Sections 2307.72-74 and 2307.77-78.

25. When the Toy and its attendant component parts left the control of Lovetoy Product Limited, Defendant Lovetoy, and/or Defendant Amazon, said product and its attendant components parts deviated in material ways from the design specifications, formulas, or performance standards of said manufacturers, or from otherwise identical units manufactured to the same design specifications, formulas, or performance standards thereby rendering the product defective in manufacture or construction pursuant to Ohio Revised Code Sections 2307.72-74.

26. A defective aspect of The Toy, specifically including but not limited to its propensity to allow a metal rod within The Toy suddenly and unexpectedly protrude from the surface during use, was a proximate cause of the harm for which Plaintiffs Kayla and Plaintiff Samantha seek to recover damages.

27. Defendant Lovetoy and/or Defendant Amazon is liable as a supplier pursuant to Section 2307.78(A)(2) because when The Toy left the control of Defendant Lovetoy and/or Defendant Amazon, the product did not conform to representations made by Defendant Lovetoy and/or Defendant Amazon, including those representations to Plaintiff Kayla that The Toy was safe and fit for the particular purpose which Plaintiff Kayla used the product, despite the fact that The Toy caused bodily injuries when the metal portion protruded through its surface during use, which was known to Defendant Lovetoy and/or Defendant Amazon. Defendant Lovetoy and/or Defendant Amazon's representations and failure to conform to the representations was a direct and proximate cause of the damages suffered by Plaintiff Kayla. On September 16, 2020 after the defective product injured Plaintiff Kayla, the incident was immediately reported to Defendant Lovetoy, and Twitter respondent at 10:46pm advised that the product was problematic and "in fact, since last month we have been improving this product about rod material, trying to replace the metal strips with plastic materials, and strengthen the protection of both ends to prevent falling off."

28. Pursuant to Section 2307.78(B), Defendant Lovetoy and /or Defendant Amazon are suppliers under the Ohio Product Liability Act and are liable because discovery and evidence demonstrates that some of the circumstances set forth in the Section 2307.78(B) of the Ohio Revised Code applies, including but not limited to, that Lovetoy Product Limited is not subject to judicial process in Ohio courts as set forth in Ohio Revised Code 2307.78; Defendant Lovetoy and /or Defendant Amazon furnished to the manufacturer design or formulation that was used to produce, create, make, construct, assemble, or rebuild The Toy as set forth in Ohio Revised Code 2307.78; and/ or Defendant Lovetoy and /or Defendant Amazon marketed that product under its own label or trade name.

29. As a proximate result of the foregoing, Plaintiff suffered serious and permanent injuries and damages as follows:

- a. Severe and permanent injuries, including pain, emotional distress, depression, loss of consortium, and lacerations and bleeding to genitalia, including the pelvic floor;
- b. Great pain and suffering, both physical and emotional, and loss of ability to perform usual functions, including preclusion of reproduction capabilities, and the injuries will cause further pain and suffering in the future;
- c. Reasonable and necessary medical expenses in excess of \$33,994.52, as well as future medical treatment and expenses;
- d. Loss of wages and earnings in an amount yet to be determined.

30. The conduct of Defendant Lovetoy and /or Defendant Amazon in supplying and inspecting The Toy used by Plaintiff Kayla on September 16, 2020, constitutes misconduct by the supplier that manifested a flagrant disregard for the safety of the persons who might be harmed by the product in question, such that an award of punitive damages against Defendant pursuant to Ohio Revised Code 2307.80 is proper in this case.

WHEREFORE, Plaintiff, Kayla Stewart, demands judgment against Defendant Lovetoy and Defendant Amazon, for compensatory and punitive damages in an amount in excess of \$25,000.00 and for such attorney's fees as the court deems reasonable.

SECOND CLAIM FOR RELIEF

31. Plaintiffs incorporate by reference the averments contained in Paragraphs 1 through 30 above, as though fully rewritten herein.

32. Lovetoy Product Limited, Defendant Lovetoy, and/or Defendant Amazon was negligent in the supplying, manufacturing, and selling of The Toy.

33. Lovetoy Product Limited, Defendant Lovetoy, and/or Defendant Amazon owed a legal duty to exercise reasonable care and provide Plaintiff Kayla with a sex toy product, which was safe and appropriate for normal and expected use in her household.

34. Lovetoy Product Limited, Defendant Lovetoy, and/or Defendant Amazon had an ongoing duty to warn purchases of any potentially hazardous conditions of products that it sold or distributed.

35. Lovetoy Product Limited, Defendant Lovetoy, and/or Defendant Amazon breached its duty to Plaintiff Kayla and negligently failed to provide Plaintiff Kayla with a sex toy product that was safe and appropriate for use in Plaintiff Kayla's household.

36. As a direct and proximate result of Lovetoy Product Limited, Defendant Lovetoy, and/or Defendant Amazon's breach of its duty and negligence, Plaintiff Kayla suffered damages in excess of \$25,000.00.

WHEREFORE, Plaintiff, Kayla Stewart, demands judgment against Defendant, Lovetoy, LLC and Defendant Amazon, for compensatory and punitive damages in an amount in excess of \$25,000.00 and for such attorney's fees as the court deems reasonable.

THIRD CLAIM FOR RELIEF

37. Plaintiffs incorporate by reference the averments contained in Paragraphs 1 through 36 above, as though fully rewritten herein.

38. Lovetoy Product Limited, Defendant Lovetoy, and/or Defendant Amazon expressly and/ or impliedly warranted to Plaintiff Kayla that The Toy it provided to Plaintiff Kayla was appropriate for use in Plaintiff Kayla's household.

39. Lovetoy Product Limited, Defendant Lovetoy, and/or Defendant Amazon breached its warranties with Plaintiff Kayla when it sold and supplied Plaintiff Kayla with The Toy.

40. As a direct and proximate result of Lovetoy Product Limited, Defendant Lovetoy, and/or Defendant Amazon's breach of its warranties Plaintiff Kayla suffered damages in excess of \$25,000.00.

WHEREFORE, Plaintiff, Kayla Stewart, demands judgment against Defendant, Lovetoy, LLC and Defendant Amazon, for compensatory and punitive damages in an amount in excess of \$25,000.00 and for such attorney's fees as the court deems reasonable.

FOURTH CLAIM FOR RELIEF

41. Plaintiffs incorporate by reference the averments contained in Paragraphs 1 through 40 above, as though fully rewritten herein.

42. As a proximate result of the foregoing, Plaintiff Samantha lost the services, society, support, companionship and consortium of Plaintiff Kayla and she will in all likelihood, lose the services, society support, companionship and consortium of Plaintiff Kayla in the indefinite future.

43. The aforesaid negligence of Defendants was the direct and proximate cause of the injuries and damages to Plaintiff Samantha.

WHEREFORE, Plaintiff, Samantha Stewart, demands judgment against the Defendant, Lovetoy, LLC and Defendant Amazon, as a result of her derivative claim for compensatory and punitive damages in an amount in excess of \$25,000.00 and for such attorney's fees as the court deems reasonable.

Respectfully submitted,

DYER, GAROFALO, MANN & SCHULTZ

/s/Kenneth J. Ignozzi
Kenneth J. Ignozzi, Esq. (0055431)
Attorney for Plaintiffs
131 North Ludlow Street
Suite 1400
Dayton, Ohio 45402
Telephone: (937) 223-8888
Facsimile: (937) 824-8630
Email: kignozzi@dgmslaw.com

JURY DEMAND

Now comes Plaintiff, by and through counsel, and hereby demands a trial by jury on all issues of this matter.

Respectfully submitted,

DYER, GAROFALO, MANN & SCHULTZ

/s/Kenneth J. Ignozzi
Kenneth J. Ignozzi, Esq. (0055431)
Attorney for Plaintiffs
131 North Ludlow Street
Suite 1400
Dayton, Ohio 45402
Telephone: (937) 223-8888
Facsimile: (937) 824-8630
Email: kignozzi@dgmslaw.com

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